

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

Based on the following recitals, the Rhode Island Department of Human Services (hereinafter referred to as "DHS") its fiscal agent, Electronic Data Systems (hereinafter referred to as "EDS"), and

(Provider's Full Name)

(hereinafter referred to as "the Trading Partner"), enter into this Agreement to facilitate business transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to assure that such Transactions are not legally invalid or unenforceable as result of this use of available electronic technologies for the mutual benefit of the Trading Partners.

ARTICLE I. PURPOSE

- 1.0 EDS has developed, under the State of Rhode Island Medical Assistance Program, a paperless transaction system that will process Rhode Island Medical Assistance Program electronic transactions submitted through the designated electronic media.
- 1.2 EDS is the fiscal agent for DHS and the State of Rhode Island Medical Assistance Program. Although EDS operates the computer systems through which electronic transactions flow, DHS retains ownership of the data itself. Trading Partners access the pipeline network over which the transmission of electronic data occurs. Accordingly, providers are required to transport data to and from EDS. Additionally, contracted vendors and/or billing services must identify the providers they represent so that proper reporting of claims processing may occur.
- 1.3 This Agreement delineates the responsibilities of EDS and its Trading Partners in regard to the Rhode Island Medical Assistance Program.

ARTICLE II. PARTIES

2.0 STATE OF RHODE ISLAND DEPARTMENT OF HUMAN SERVICES

600 New London Avenue
Cranston, RI 02920

2.1 ELECTRONIC DATA SYSTEMS CORPORATION

1471 Elmwood Avenue
Cranston, RI 02910

2.2 TRADING PARTNER

Name: _____

Address: _____

Contact Name: _____

Phone Number: _____

Email address: _____

Provider Number: _____

ARTICLE III. GENERAL PROVISIONS

3.0 Prerequisites

Document Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in this Electronic Trading Partner Agreement (TPA), and transaction sets which the parties, by written amendment, agree to add to this TPA. Electronic transmission of all data ("Documents") shall be in strict accordance with the standards set forth in this TPA and as defined by the Health Insurance Portability and Accountability Act (HIPAA).

3.1 Third Party Service Providers

- 3.1.1 Documents will be transmitted electronically to each party either directly or through a contracted third-party service provider. Either party may modify its election to use, not use or change a third-party service provider upon prior written notice to the other party to this TPA.
- 3.1.2 Each party shall be responsible for the costs of any third-party service provider with which it contracts, unless otherwise set forth in this TPA.

3.2 Security Procedures

Each party shall properly institute and adhere to those security procedures including any special security procedures specified in this TPA, which are reasonably calculated to provide appropriate levels of security for the authorized transmission of documents and to protect its business records and data from improper access.

3.3 Termination

This TPA shall remain in effect until terminated by either by DHS or the Trading Partner with not less than thirty (30) days prior written notice to the other party. Such notice shall specify the effective date of termination and shall not affect the respective obligations or rights of the parties arising prior to the effective date of termination. If EDS determines that the submission of documents fails to conform to the paperless transactions specifications agreed to within this TPA, or relevant guidelines governing the submission of electronic transactions then EDS may, with the approval of DHS, terminate this TPA five (5) business days after the Trading Partner has received a written termination notice from EDS. Additionally, this TPA will be terminated, with the approval of the State of Rhode Island, if any of the following events occur:

- a. The State of Rhode Island requests EDS to stop processing claims for the Trading Partner or its agent.
- b. The contract between EDS and the State of Rhode Island expires or terminates.

3.4 Modifications

This TPA constitutes the entire agreement of the parties and supersedes any previous understanding, commitment or agreements, oral or written, concerning the electronic exchange of information and or documents, all of which are hereby incorporated by reference. Any change to this Agreement will be effective only when set forth in writing and executed by all parties.

ARTICLE IV. CONFIDENTIALITY, PRIVACY AND SECURITY

- 4.0 EDS and the Trading Partner will conform with all appropriate federal and state laws and regulations pertaining to the confidentiality, privacy, and security applicable to each party.
- 4.1 The Trading Partner agrees to safeguard all DHS information within its possession, whether verbal, written, or otherwise, received from EDS, or acquired by the Trading Partner in performance of this TPA, recognizing all such information as privileged. The use or disclosure of information concerning Rhode Island Medicaid beneficiaries shall be limited to purposes directly connected with the administration of the Rhode Island Medical Assistance Program.

ARTICLE V. SUBMITTED CHARGES

- 5.0 The Trading Partner attests that all services for which payment will be claimed shall be provided in accordance with all federal and state laws pertaining to the Rhode Island Medical Assistance Program.
- 5.1 The Trading Partner agrees that any payments made in satisfaction of claims submitted electronically will be delivered from federal and state funds and that any false claims, statements or documents, or concealment of a material fact may be subject to prosecution applicable under federal and state law.
- 5.2 The Trading Partner shall allow EDS access to its claims data and shall make all reasonable efforts to ensure that authorized personnel will submit claims data. The Trading Partner also agrees to promptly notify DHS, through its agent EDS, any and all erroneous payments received by the Trading Partner regardless of the reason for such erroneous payments, and to promptly refund the subject erroneous payments to EDS.
- 5.3 The Trading Partner understands that all other terms and conditions of participation as set forth in the Provider Agreement Form with the Rhode Island Medical Assistance Program remain in effect and unchanged by this TPA.
- 5.4 EDS, as the DHS Fiscal Agent for the Rhode Island Medical Assistance Program, has been granted the authority to approve and enroll Trading Partners participating in the electronic transmission of documents.

Article VI Testing

- 6.1 Proof that transactions meet X12N 4010A standards is required prior to testing. Please submit documentation with this completed TPA.

Please check one:

Pre-Certification		Agency or Product Name:
<input type="checkbox"/>	Using Provider Electronic Solutions	EDS
<input type="checkbox"/>	Certified by Independent Agency	
<input type="checkbox"/>	Translator Compliance Check	
<input type="checkbox"/>	Utilizing Certified Vendor/Clearing House	
<input type="checkbox"/>	Other(Describe)	

ARTICLE VII. MEDICAL TRANSACTION STANDARDS

Rhode Island Medical Assistance Program Transaction Standards

Selected **ASC X12N Version 4010A** standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards, but include only the Transaction Sets listed in the section below. The information provided will be utilized to route transactions to the Medicaid Management Information System and back to Trading Partner directories. Remittance files (835) and Pended Claims Reports (277) will be available only to one trading partner. If authorizing one Trading Partner for claims submission and another for downloads each party must complete a separate TPA.

Check all that apply:

<input type="checkbox"/>	837 Professional	<input type="checkbox"/>	277 Unsolicited Claim Status
<input type="checkbox"/>	837 Institutional	<input type="checkbox"/>	997 Functional Acknowledgement
<input type="checkbox"/>	837 Dental	<input type="checkbox"/>	835 Remittance Advice
<input type="checkbox"/>	270 Eligibility Inquiry	<input type="checkbox"/>	271 Eligibility Response
<input type="checkbox"/>	276 Claim Status Inquiry	<input type="checkbox"/>	NCPDP 1.1 Batch Pharmacy Claim Response
<input type="checkbox"/>	NCPDP 5.1 Batch	<input type="checkbox"/>	

Specify Software:

<input type="checkbox"/>	Software	Vendor
<input type="checkbox"/>	Provider Electronic Solutions	EDS
<input type="checkbox"/>	Other	

Method of Transmission: _____

Guidelines

HIPAA – Health Insurance Portability and Accountability Act. In the event of any conflict, HIPAA standards and Implementation Guides shall control.

Please list the name(s) and phone number(s) of person(s) authorized to resolve problems regarding electronic transmissions:

Name

Phone Number

Name

Phone Number

e-mail address

ARTICLE VIII. RHODE ISLAND MEDICAL ASSISTANCE PROVIDERS

Please list the names and the RI Medical Assistance Program provider numbers of those providers for which electronic transactions will be submitted. Each individual provider or group for whom you will be billing must sign and date the agreement below. If additional space is required to identify each provider please make copies of Article VIII.

1. _____
Medical Assistance Provider Number

Provider Name: _____

Authorized Signature: _____

Date: _____

2. _____
Medical Assistance Provider Number

Provider Name: _____

Authorized Signature: _____

Date: _____

3. _____
Medical Assistance Provider Number

Provider Name: _____

Authorized Signature: _____

Date: _____

**Trading Partner Execution:
TRADING PARTNER**

Signed

Name

Title

DO NOT FAX

**Please mail this certification to the
Following address:**

**EDS
Attn: EDI Coordinator
P.O. Box 2010
Warwick, RI 02887-2010**